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Contract Database Metadata Elements

Title: **Valley Central School District and Valley Central Teachers Association for Secretarial Staff (1995)**

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Union: **Valley Central Teachers Association for Secretarial Staff**

Local:

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Valley Central School District And
Valley Central Tchrs Assn/Secretri

AGREEMENT

between

BOARD OF EDUCATION

VALLEY CENTRAL SCHOOL DISTRICT

and

VALLEY CENTRAL TEACHERS ASSOCIATION

for

SECRETARIAL STAFF

July 1, 1995 - June 30, 2001

MISSOURI CONCILIATION RELATIONS BOARD
OFFICE OF THE CLERK

DEC 04 2000

CONCILIATION

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Agreement made and entered into this 19th day of November 1998 by and between the Board of Education of Valley Central School District (hereinafter called the "Board"), and the Valley Central Teachers Association (hereinafter referred to as the "Association."

I. RECOGNITION - The Board hereby recognizes the Association as the exclusive representative of all the office employees of the School District excluding those in the Central Administration office building.

II. SALARIES - Salaries shall be paid in accordance with the salary schedules set forth in Appendix A. Initial placement on the schedule shall be at the District's discretion, and movement on step shall occur each year.

Effective during the 1998-99 school year, unit members shall be eligible for the following longevity payments:

Step 13: \$300.00

Step 16: \$200.00

Step 19: \$200.00

III. WORKDAY - The length of the full-working day, excluding the lunch period, shall be not less than seven (7) hours. Part-time employees will work the hours agreed upon with their principals. The full-working day during the period from July 1 through August 31 may be reduced by one (1) hour.

IV. ACCUMULATIVE SICK LEAVE - A full-time employee is allowed fifteen (15) days of paid sick leave per annum for personal illness. The unused portion hereof

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shall be accumulative up to a maximum of 180 days. Effective July 1, 1997 the maximum number of accumulated days shall be 200 days. The Board reserves the right to ask for a doctor's note at any time. However, the filing of a doctor's note with the Central Office after five days of continuous absence shall be automatic.

V. CHILD CARE LEAVE - Leave without pay for a period of six months shall be granted to all unit members who have worked at least one year in the District for care of their newborn infants, including adopted newborn infants. Where known, requests for such leave shall be made in writing at least four (4) months prior to the date on which leave is to commence, specifying the dates on which the leave is to begin and end. In the case of adoption, the District will be notified as soon as the need for the leave is known.

VI. CRITICAL ILLNESS IN THE FAMILY - An employee is allowed a maximum of three (3) days of absence per annum for critical illness in the family. For the purpose of this provision, the family shall be defined as a mother, father, sister, brother, or children living outside the household of the employee; or a member of the family living within the household of the employee. Critical illness shall be determined by the family physician, in consultation, if and whenever necessary, with the school physician.

VII. DEATH IN THE FAMILY - An employee shall be granted three (3) days of absence with pay in the event of death in the family. For purposes of this provision, "Family" shall be defined as mother, father, sister, brother, or children, or a member of

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the family living within the household. One (1) day of absence with pay shall be granted to an employee in the event of death of a member of his family outside the relationships defined above. The Superintendent will use discretionary judgment in granting a maximum of an additional two (2) days in cases where time and distance require such an extension for purposes of attending the funeral.

VIII. PERSONAL BUSINESS - Three (3) days per year may be granted at the discretion of the Superintendent for personal business which cannot be conducted on other than a school or working day during normal working hours. Except in the case of emergencies, the request for a personal day shall be submitted in writing directly to the Building Principal at least two (2) days in advance. No reason need be given for one personal day. Personal leave shall not be granted for such things as recreational pursuits, economic gains, other employment, political matters, etc. If it is subsequently determined that an employee has abused the personal day privilege, such absence shall result in appropriate salary deduction. Except under the most unusual circumstances, personal business days will not be granted on the days immediately prior to or immediately following a vacation period. Unused personal business days may be rolled over into sick days.

IX. HOLIDAYS - The holidays shall be Labor Day, Columbus Day, Veterans' Day, Martin Luther King's Birthday, Washington's Birthday, Lincoln's Birthday, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Good

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Friday, Memorial Day, and July 4th. Whenever Christmas and New Year's Day occur on Tuesday through Saturday inclusive, employees shall be entitled to the day prior to said holiday. Work scheduled on the day before Thanksgiving shall be governed by the school calendar.

X. VACATION (12-month employees) - Eligibility for vacation pay shall be determined as of employment status on June 30. A full year of employment shall be construed as employment covering fifty-two (52) weeks per annum. If an employee has worked less than a full year because of having begun work after July 1, his/her vacation entitlement shall be pro-rated at the rate of one (1) day for every ten (10) weeks of employment. Employees on a 10-month schedule shall not be eligible for vacation pay.

A. After completion of one (1) full year - five (5) days

B. After two (2) years through six (6) years - ten (10) days

C. After seven (7) years and through twenty (20) years - fifteen (15) days

D. After twenty (20) years and thereafter - twenty (20) days

XI. SNOW DAYS - On school days when school has been canceled due to snow, employees need not report for work.

XII.A. HEALTH PLAN

1. The District will bear the entire cost of individual and dependent coverage under the Orange-Ulster Schools Health Plan for any full-time employee who elects to participate therein. Retired employees (service, disability or vested), and surviving

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spouses and/or dependents of enrolled employees who have completed the necessary active service to qualify according to the rules in effect on July 1, 1982, shall retain eligibility for the Orange-Ulster Schools Health Plan.

2. Employees who decide not to participate for an entire fiscal year shall receive one lump sum payment in the amount of one thousand three hundred (\$1,300.00) dollars per year. Effective July 1, 1998 employees who decide not to participate for an entire fiscal year or are otherwise ineligible to receive health insurance because a spouse provides comparable coverage shall receive one lump sum payment in the amount of one thousand eight hundred (\$1,800.00) dollars per year or two semi-annual payments of nine hundred (\$900.00) dollars. To be eligible for this provision employees must notify the District in writing on or before June 1st immediately preceding the fiscal year of their ineligibility or intention to waive health insurance coverage. Employees may also decide not to participate for six month intervals, in which case they would receive one-half of the annual payment. They must notify the District in writing on or before December 1 if they do not want to participate during the January-through-June period. Employees must also demonstrate that they have alternate health insurance coverage. Employees can re-enter during any fiscal year, with the understanding they show that their existing employer-paid health insurance coverage has been canceled.

3. Effective July 1, 1998 employees shall not be eligible for the benefits provided in paragraph A.1. at any time their spouse provides comparable coverage; both insurance

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coverage and out of pocket costs will be considered in evaluating comparability." Such employees will automatically receive the benefits of paragraph A.2. If the employee's spouse should no longer provide comparable coverage, the employee shall be entitled to health insurance coverage in accordance with paragraph A.1. It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs, not to preclude an individual or his or her dependents from health insurance coverage. Employees denied the benefits provided in paragraph 1 by operation of this provision shall have the right to institute the coverage provided for in paragraph 1. not more than thirty (30) days prior to retirement.

- a. The District will notify the Association when it denies coverage on the basis of comparability.
- b. Disputes concerning this paragraph shall be initiated at Step 2 of the Grievance Procedure.

B. WELFARE PLAN - The District's contribution per participant shall equal the rate of contribution as provided in the District's agreement with the Association covering the teachers unit. Such contributions shall be used only for the purpose of providing dental, optical, life, excess major medical, and/or disability insurance benefits. The District shall make its contributions to the Welfare Plan on an advance quarterly basis. The Association saves the District harmless from and indemnifies it for any cost, loss, or expense, other than the contributions specified herein, arising out of the existence and/or administration of the Welfare Plan or any litigation in connection therewith.

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XIII. NON-CONTRIBUTORY RETIREMENT PLAN - Section 75-G, with options 41-J and 60-D shall be available to all qualified employees.

XIV. TAX SHELTERED PLANS

A. Participation by all employees who wish to avail themselves of the Tax Sheltered Annuities Plan is hereby granted.

B. The District will offer a § 125 plan to unit members.

XV. A permanent or "12-month" employee working four (4) or more hours daily shall be classified as a "full-time, part-time employee." His/her step on the salary schedule shall be on a pro-rated basis. Entitlement to supplemental benefits shall likewise be determined on a percentage basis. An employee working less than four (4) hours daily or on a temporary basis shall have no entitlement to supplementary benefits.

XVI. PAYROLL DEDUCTIONS

A. Dues Deduction - Upon receipt of signed authorizations from individuals, the District will deduct from the salaries of the individuals so authorizing dues for the Unit and transmit promptly the monies so deducted to the Unit. Dues deduction authorizations must be in the hands of the Payroll Department of the District by no later than October 1.

B. Agency Fee - Unit members who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The District shall deduct the agency fee from the salaries of all non-

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association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members. Upon request of any unit member, the Association shall provide a detailed accounting of its expenditures to said unit member in accordance with law. The Association represents that it has established and will maintain a procedure which provides for the refund, to any unit member who so demands, of any part of an agency fee deduction which represents that pro-rata share of expenditures to aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association will provide the District with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision. The Association agrees to hold the District harmless from any costs and fees it may incur as a result of its compliance with this procedure.

C. The Employer shall check off and remit payments to the NYSUT Benefit Trust upon submission of signed authorization to the payroll office for any NYSUT Member or Agency Fee Payer. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the District. The District shall remit to the NYSUT Benefit Trust payments deducted and shall furnish the plan and the bargaining agent with a list of all Employees from whose salaries deductions have been made.

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The District shall be saved harmless from any misuse, loss or other problems concerning funds deducted and forwarded to the Association in accordance with these provisions.

XVII. POSTINGS

The Union President shall be notified of postings of all positions in the unit.

XVIII. ATTENDANCE INCENTIVE

Effective July 1, 1998 unit members who use a combined total of four (4) or fewer sick leave, personal leave, and critical illness days in a given year will have the option of accumulating some or all of the unused portion of sick leave and personal leave days for that year and/or they may opt to receive reimbursement according to the schedule below for any day a unit member opts not to accumulate:

<u>Days Used</u>	<u>Reimbursement Per Day</u>
0-1 days	\$20
2-3 days	\$18
4 days	\$16

In order to receive this benefit, a unit member must have accumulated a minimum of ninety (90) sick leave days at the end of that school year. Payment shall be made by August 15th. The use of personal leave for religious observance shall not be counted in considering eligibility for this attendance incentive.

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XIX. GRIEVANCE PROCEDURE

A. A grievance is a dispute or controversy arising during the term of this agreement out of the interpretation or application of a specific provision of this agreement.

B. Grievances may only be initiated by an aggrieved employee, group of similarly aggrieved employees, or by the Unit. All parties have the right to representation of their own choice at all stages of the grievance procedure, provided the Unit shall have the right to be present and state its views at all levels of the grievance procedure. The aggrieved employee or employees must be present at all stages of the grievance procedure or the grievance shall be deemed waived and not subject to further appeal.

C. Grievances must be initiated within thirty (30) school days of the occurrence giving rise to the grievance. Such grievances must be set down in writing, specifying the name or names of the aggrieved employees, the particular article(s) and subdivision(s) thereof at issue, the events alleged to have given rise to the grievance, and the relief sought.

D. Step 1 - The grievance is presented to the immediate supervisor or principal within thirty (30) school days of the occurrence alleged to have given rise to the grievance, unless the grievance affects a group of unit members and affects District-wide policy, in which case it may be submitted directly at Step 2. The supervisor shall render a written decision within seven (7) school days of the presentation of the grievance.

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Step 2 - If not settled at Step 1, within seven (7) school days of the supervisor's decision a meeting shall be arranged by the aggrieved between a representative of the Union and a representative of the Superintendent. Within seven (7) school days of said meeting, the Superintendent shall render a written decision on the grievance.

Step 3 - If the grievance is not settled at Step 2, the matter shall be submitted to the Board within five (5) school days of the decision at Step 2. The aggrieved shall have an opportunity to meet with the Board at its next regularly scheduled meeting. A decision will be rendered by the Board within ten (10) school days of such meeting. The decision of the Board will be final and binding.

E. All time limits shall be strictly adhered to. Failure to proceed in strict accordance with all time limits shall be deemed a waiver of the grievance, and it shall not be subject to further appeal. The parties will use their best efforts to expedite the processing of grievances filed after May 15 whenever use of all available time will carry the matter beyond the end of the school term and result in hardship to any party.

F. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

G. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

XX. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO

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PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

XXI. The provisions of this agreement shall be effective from July 1, 1995 through June 30, 2001.

IN WITNESS WHEREOF, the parties have set their hands and seals below on the date first set forth above.

VALLEY CENTRAL SCHOOL DISTRICT

VALLEY CENTRAL TEACHERS
ASSOCIATION

By: Beverly L. Ouder Kirk
Beverly L. Ouder Kirk
Superintendent

By: Timothy M. Brown
Tim Brown
President

Lucy Fox
Lucy Fox, Representative

APPENDIX A**TYPIST SALARY SCHEDULE**

STEP	1995/1996	1996/1997	1997/1998	1998/1999	1999/2000	2000/2001
1	\$16,900	\$17,300	\$20,000	\$20,500	\$21,000	\$21,500
2	\$17,180	\$17,576	\$20,500	\$21,100	\$21,600	\$22,050
3	\$17,514	\$17,867	\$21,000	\$21,600	\$22,200	\$22,680
4	\$17,853	\$18,214	\$21,500	\$22,100	\$22,700	\$23,310
5	\$18,228	\$18,567	\$22,000	\$22,600	\$23,200	\$23,835
6	\$18,957	\$18,957	\$22,500	\$23,100	\$23,700	\$24,360
7	\$19,715	\$19,715	\$22,800	\$23,600	\$24,200	\$24,885
8	\$20,474	\$20,504	\$23,100	\$23,900	\$24,700	\$25,410
9	\$21,233	\$21,293	\$23,400	\$24,200	\$25,000	\$25,935
10	\$21,991	\$22,082	\$23,700	\$24,500	\$25,300	\$26,250
11	\$22,048	\$22,870	\$24,000	\$24,800	\$25,600	\$26,565
12	\$22,105	\$22,930	\$24,300	\$25,100	\$25,900	\$26,880
13	\$22,749	\$22,989	\$24,400	\$25,400	\$26,200	\$27,195
14	\$22,807	\$23,659	\$24,500	\$25,500	\$26,500	\$27,510
15	\$22,864	\$23,719	\$24,900	\$25,600	\$26,800	\$27,825
16	\$23,508	\$23,779	\$25,000	\$26,000	\$27,000	\$28,140
17	\$23,565	\$24,448	\$25,100	\$26,100	\$27,200	\$28,350
18	\$23,623	\$24,508	\$25,600	\$26,200	\$27,400	\$28,560
19	\$24,265	\$24,567	\$25,700	\$26,700	\$27,600	\$28,770
20	\$24,322	\$25,236	\$25,800	\$26,800	\$28,000	\$28,980

APPENDIX A

PRINCIPAL'S SECRETARY SALARY SCHEDULE

STEP	1995/1996	1996/1997	1997/1998	1998/1999	1999/2000	2000/2001
1	\$18,200	\$18,750	\$21,000	\$21,500	\$22,000	\$22,500
2	\$18,610	\$18,928	\$21,500	\$22,100	\$22,600	\$23,100
3	\$18,972	\$19,354	\$22,000	\$22,600	\$23,200	\$23,730
4	\$19,340	\$19,731	\$22,500	\$23,100	\$23,700	\$24,360
5	\$19,715	\$20,113	\$23,000	\$23,600	\$24,200	\$24,885
6	\$20,474	\$20,504	\$23,500	\$24,100	\$24,700	\$25,410
7	\$21,233	\$21,293	\$24,000	\$24,600	\$25,200	\$25,935
8	\$21,991	\$22,082	\$24,300	\$25,100	\$25,700	\$26,460
9	\$23,332	\$22,870	\$24,600	\$25,400	\$26,200	\$26,985
10	\$24,265	\$24,265	\$25,000	\$25,700	\$26,500	\$27,510
11	\$24,322	\$25,236	\$25,800	\$26,100	\$26,800	\$27,825
12	\$25,520	\$25,295	\$26,600	\$26,900	\$27,200	\$28,140
13	\$26,541	\$26,541	\$26,700	\$27,700	\$28,000	\$28,560
14	\$26,598	\$27,602	\$27,700	\$27,800	\$28,800	\$29,400
15	\$26,978	\$27,662	\$28,800	\$28,800	\$29,100	\$30,240
16	\$28,057	\$28,057	\$28,900	\$29,900	\$29,900	\$30,555
17	\$28,115	\$29,179	\$29,200	\$30,000	\$31,000	\$31,395
18	\$28,173	\$29,240	\$30,400	\$30,300	\$31,300	\$32,550
19	\$28,816	\$29,299	\$30,500	\$31,500	\$31,600	\$32,865
20	\$28,874	\$29,969	\$30,700	\$31,600	\$32,600	\$33,180